

Prepared By:
Matthew Wilson, Esq.
212 East Main Street
Starkville, MS 39759
(662) 312-5039
MSB#: 102344

Return To:
David F. Leake, Esq.
✱ The Winchester Law Firm
6060 Poplar Avenue, Suite 295
Memphis, TN 38119
(901) 685-9222

INDEXING INSTRUCTIONS:

Parcel I

A portion of land located in the northwest quarter of Section 28, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Tennessee

Parcel II

Lots 86 and 87, Section B, Southern Trace II Subdivision located in Section 28, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown on plat of record in **Plat Book 63, Page 33**, in the Chancery Court of Clerk's Office of DeSoto County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF DESOTO**

**ABSTRACT OF JOHN L. MCREE LIVING TRUST
DATED MAY 3, 1995 AS RESTATED BY
RESTATEMENT DATED JUNE 16, 2009**

See attached instrument, which was executed on April 27, 2011 by the Trustee.

Trustee: John L. McRee, Trustee of the
John L. McRee Living Trust
Dated May 3, 1995 as restated by
Restatement Dated June 16, 2009
181 South Mendenhall
Memphis, TN 38117
(901) 767-7338

**ABSTRACT OF JOHN L. MCREE
LIVING TRUST DATED MAY 3, 1995,
AS STATED IN THE RESTATEMENT
DATED JUNE 16, 2009**

Spotting Information

Parcel I

Section 28 NE1/4, SE1/4

Township 1S

Range 7W

Parcel II

Section 28

Township 1S

Range 7W

The following information is provided:

1. Trustor: JOHN L. MCREE, a resident of Shelby County, Tennessee, having an address of 181 S. Mendenhall, Memphis, Shelby County, Tennessee 38117.
2. Initial Trustee: JOHN L. MCREE, a resident of Shelby County, Tennessee, having an address of 181 S. Mendenhall, Memphis, Shelby County, Tennessee 38117.
3. Date Signed: JUNE 16, 2009.
4. Beneficiaries: JOHN L. MCREE during his lifetime; at death, Linda M. Ross and Vanessa Katherine Phillips or their respective descendants.
5. Reliance by Third Parties on Affidavit or Certification of Trust. The reliance by third parties on affidavits or certifications provision of the Trust Agreement contained in Section 1.02 of the Trust Agreement provides:

“A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in the affidavit or certification of trust. a third party relying upon a affidavit or certification of trust shall be exonerated from any liability for actions the third party takes or fails to take in reliance upon the representations contained in the affidavit or certification of trust. A third party dealing with my Trustee shall not be required to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds of other property by my Trustee.”

6. Powers Reserved by Me As Trustmaker. Section 1.04 of the Trust Agreement provides:

During my lifetime, I shall retain powers set forth in this Section in addition to any powers that I reserve in other provisions of this Agreement.

(a) Action on Behalf of My Trust:

During any period that I am serving as a Trustee of my trust, I may act for any conduct business on behalf of my trust without any consent of any other Trustee.

7. Loans and Borrowing Powers: The provisions for obtaining loans and borrowing powers contained in Section 12.11 of the Trust Agreement provides:

“Trustee may make secured or unsecured loans to any person (including a beneficiary), entity, trust or estate, for any term or payable on demand, with or without interest. My Trustee may enter into or modify the terms of any mortgage or security agreement granted in connection with any loan and may release or foreclose on the mortgage or security.

My Trustee may borrow money at interest rates and on other terms that it deems advisable from any person, institution or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may encumber trust property by mortgages, pledges and other hypothecation and shall have the power to enter into any mortgage, whether as a mortgagee or mortgagor even though the term may extend beyond the termination of the trust and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds in lieu of foreclosure.”

8. Real Estate Powers: The real estate provisions of the Trust Agreement contained in Section 12.18 provides:

“My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve and in general deal in and with real property in such manner and on such terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements, and abandon, any real property.

My Trustee may manage real estate in any manner that my Trustee may deem best and shall have all other real estate powers necessary for this purpose.

My Trustee may enter into any contracts to sell real estate. My Trustee may enter in to leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of the trust and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities. For such purposes, my Trustee may enter into any contracts, covenants and warranty agreements that my Trustee deems appropriate."

9. Spendthrift Provision: The spendthrift provisions of the Trust Agreement contained in Section 13.02 provides:

"Neither the income nor the principal of any trust created under this Trust Agreement may be assigned, anticipated, encumbered, alienated, or otherwise voluntarily transferred in any manner by any beneficiary. In addition, neither the income nor the principal of any trust created under this Trust Agreement is subject to attachment, bankruptcy proceedings or any other legal process, to the interference or control of creditors or others, or otherwise subject to involuntary transfer.

This section does not restrict a beneficiary's right to disclaim any interest or the exercise of any power of appointment granted in this agreement."

10. Miscellaneous: The undersigned affiant further certifies as follows:

- a) The Trust Agreement is currently in full force and effect
- b) The Trust authorizes you to accept orders and other instructions from the currently acting Trustee.
- c) All other trust provisions are of a personal nature and set forth the distribution of Trust property. They do not modify the powers of the Trustees.
- d) The undersigned Affiant is currently the acting Trustee of the Trust and declares that the foregoing statements and any attached exhibits are true and correct, under penalty of perjury.
- e) See attached **Exhibit "A"** for description of real properties owned by the Trust at this time.

IN WITNESS WHEREOF, the parties have signed this abstract and filing statement on this the 27 day of April 2011.

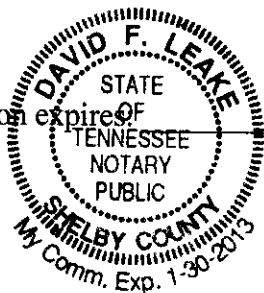

JOHN L. MCREE, Trustor
and Trustee

STATE OF TENNESSEE

COUNTY OF SHELBY

On this 27th day of April 2011, before me personally appeared **JOHN L. MCREE**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument as the "Trustor" and as the "Trustee," and acknowledged that he executed the same as his own free act and deed.

My commission expires



 NOTARY PUBLIC

[Seal]

Prepared by and please return to:
 David F. Leake, Attorney at Law
 The Winchester Law Firm
 6060 Poplar Avenue, Suite 295
 Memphis, Tennessee 38119
 Tel: (901)685-9222
 Fax: (901)685-9260

Parcel 1

A 4.97 ACRE± TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST, CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PROPERTY BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST; MORE PARTICULARLY DESCRIBED AS COMMENCING AT AN IRON PIN, SAID PIN BEING 1956.60 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 28 AND 3667.90 FEET WEST OF THE EAST LINE OF SAID SECTION 28, SAID PIN BEING THE SOUTHEAST CORNER OF THE GREENE 1.01 ACRE± TRACT AS RECORDED IN DEED BOOK 366, PAGE 177 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI; THENCE SOUTH 84 DEGREES 24 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF SAID 1.01 ACRE± TRACT TO A ½" IRON PIN FOUND, SAID POINT BEING THE SOUTHEAST CORNER OF THE McCREE 4.97 ACRE± TRACT AND THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT; TO WIT:

THENCE SOUTH 84 DEGREES 55 MINUTES 02 SECONDS WEST A DISTANCE OF 274.23 FEET TO A ½" IRON PIN FOUND, SAID POINT BEING THE SOUTHWEST CORNER OF SAID MCREE TRACT AND ALSO THE SOUTHEAST CORNER OF LOT 20 BRIERFIELD SUBDIVISION AS RECORDED IN PLAT BOOK 104, PAGE 47 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 05 DEGREES 13 MINUTES 27 SECONDS WEST ALONG THE EAST LINE OF LOTS 20, 19, 18, AND 17 OF SAID BRIERFIELD SUBDIVISION A TOTAL DISTANCE OF 437.91 FEET TO A POINT IN THE CENTERLINE OF CARLTON DRIVE (50' RIGHT OF WAY); THENCE SOUTH 84 DEGREES 46 MINUTES 33 SECONDS WEST ALONG SAID CENTERLINE A DISTANCE OF 9.04 FEET TO A POINT IN SAID CENTERLINE; THENCE NORTH 05 DEGREES 13 MINUTES 27 SECONDS WEST A TOTAL DISTANCE OF 148.92 FEET TO A ½" IRON PIN SET, SAID POINT BEING THE NORTHEAST CORNER OF LOT 16 OF SAID BRIERFIELD SUBDIVISION, THE SOUTHWEST CORNER OF THE J. PERSON TRACT AS RECORDED IN DEED BOOK 455, PAGE 645 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI AND ALSO BEING THE NORTHWEST CORNER OF SAID MCREE TRACT; THENCE NORTH 84 DEGREES 53 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF SAID PERSON TRACT A DISTANCE OF 445.30 FEET TO A FOUND AXLE IN THE WEST LINE OF THE TOMLIN TRACT AS RECORDED IN DEED BOOK 188, PAGE 810 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI, SAID POINT BEING THE NORTHEAST CORNER OF SAID MCREE TRACT; THENCE SOUTH 06 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID TOMLIN TRACT A DISTANCE OF 330.53 FEET (330.90 FEET / CALLED) TO A FOUND AXLE AT THE SOUTHWEST CORNER OF SAID TOMLIN TRACT, SAID POINT BEING THE NORTHEAST CORNER OF SAID GREENE TRACT AND ALSO BEING THE SOUTHEAST CORNER OF SAID MCREE TRACT; THENCE SOUTH 84 DEGREES 56 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF SAID GREENE TRACT A DISTANCE OF 135.84 FEET TO A FOUND AXLE AT THE NORTHWEST CORNER OF SAID GREENE TRACT; THENCE SOUTH 05 DEGREES 54 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID GREENE TRACT A DISTANCE OF 256.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 216383.62 SQUARE FEET OR 4.97 ACRES±. THIS PROPERTY IS SUBJECT TO ALL CODES, REGULATIONS AND RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD IN EFFECT FOR DESOTO COUNTY, MISSISSIPPI.

Parcel II

Lots 86 and 87, Section B, Southern Trace II Subdivision located in Section 28, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown on plat of record in **Plat Book 63, Page 33**, in the Chancery Court Clerk's Office of DeSoto County, Mississippi.